RESTRICTIVE COVENANTS

The undersigned, being the sole owners of all real estate included in VAN-DE-HON SUBDIVISION, a part of the SE¼ of Section 21, Township 89 North, Range 6, West of the 5th P.M. in Delaware County, Iowa, hereby covenant with the respective purchasers of the several lots embraced in said Subdivision that the following restrictions be and the same hereby are by this reference included in each conveyance and instrument having to do with said premises, and it is further agreed that the following covenants are mutually binding on the aforesaid owners and any purchaser of any said lot and tract, and will be imposed by the aforesaid owners by suitable reference in the contract and deed to any other portion thereof, and are intended to, and shall run with the land and be binding on all owners thereof, their heirs, successors and assigns:

1. All lots described in said plat shall be known, described and used solely as residental lots, and no part or portion thereof shall be used or occupied for trade or business of any nature whatsoever.

2. No structures shall be erected on any residential lot other than one single family dwelling with a garage sufficient for the automobiles used privately by the resident members of the family residing in the dwelling.

3. There shall be no prefabricated dwellings, no mobile homes, no earth homes, no basement dwellings and no temporary buildings placed upon any lot or tract in the Subdivision or used upon any lot or tract for temporary or permanent residency. All houses constructed in the Subdivision shall contain at least 1100 square feet or more of living space.

4. Only one residential unit per lot shall be erected on any lot, as shown on the recorded plat, and no portion or part of a lot shall be sold separately. Once excavation has commenced on a lot for the purpose of building thereon, the dwelling on said lot shall be fully completed within one and one-half (1½) years of the time of commencement.

5. No trailer, camper, tent, shack, garage, barn or other out-building erected in the Subdivision shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

6. No animals of any kind shall be raised, bred and kept on any lot or property, with the exception that dogs, cats, or other ordinary household pets may be kept provided they are not kept, bred or maintained for any commercial purposes nor shall any out buildings be erected on any lot for the housing of any horses, cattle, sheep or other domesticated animals, other than normal household pets, and there shall be no livestock raised for agricultural purposes.

8. Titleholders of any lot, vacant or improved, shall keep his or her lot or lots free of weeds and debris, nor shall any materials, junk, rubbish, trash, garbage or other waste be kept or stored on any lot or portion of a lot, except that building materials may be temporarily stored for the purpose of immedate construction of a structure thereon; nor shall there be any accumulation of unlicensed vehicles or machinery on any lot or lots.

9. No sign of any kind shall be displayed to the public view in any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale.

10. No business, trade, industrial, commercial or animal agricultural activity shall be carried on in any dwelling, building, or on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

11. Natural drainage areas shall not be changed or obstructed in any way so as to cause undue hardship to any adjoining property owner and the greatest

See Book 2000 Page 994
Date 3-31-2000

FILE No. 300-1509
RECORDING FEE $ 15.00
TRANSFER FEE $

FILED FOR RECORD THE 3 DAY OF January 19 90 AT 9:59
O'CLOCK A M. BOOK 1 PAGE 187

STATE OF IOWA, DELAWARE COUNTY
Joan Sheppard, Recorder
Misc.

care shall be taken by all lot owners to preserve the desirable trees which are not in the immediate area of building sites and driveways.

12. No woven wire, barbed wire or rodding type fence shall be built on any property.

13. Waste disposal systems shall be constructed and maintained in a manner that conforms to the ordinances and statutes of the county and state governments and in conformity with good engineering practices.

14. If the parties hereto, or any one of them, or their heirs and assigns shall violate or attempt to violate any of the covenants or restrictions herein as long as these covenants are in effect, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proccedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages for such violation.

15. These covenants shall run with the land and be binding on all parties and on all persons claiming by, through or under them, until January 1, 2000, at which said time said covenants shall automatically be extended for successive periods of ten years, unless by a vote of the majority of the then owners of the lots in the Subdivision it is agreed to change these covenants or any of them in whole or in part. In voting to change, one vote shall be allowed for each lot.

16. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated at Manchester, Iowa, this 26th day of December, 1989.

Neola Hansel
Neola Hansel

Robert Hansel
Robert Hansel (joining in, not as owner but as spouse of Neola Hansel)

Gail Utley
Gail Utley

David Utley
David Utley (joining in, not as owner but as spouse of Gail Utley)

David Griswold
David Griswold

Jean Anne Griswold
Jean Anne Griswold

STATE OF IOWA )
DELAWARE COUNTY) ss:

On this 26th day of December, 1989, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Neola Hansel, Wife of Robert Hansel, and David Griswold and Jean Ann Griswold, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Lila Luensmann, Notary Public in and for the State of Iowa.

STATE OF IOWA )
MUSCATINE COUNTY) ss:

On this 30th day of December, 1989, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gail Utley and David Utley, wife and husband, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

James V. Pulliam, Notary Public in and for the State of Iowa.

STATE OF IOWA )
DELAWARE COUNTY ) ss:

On this 27th day of December, 1989, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert Hansel, a husband of Neola Hansel, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

David C. Tracey, Notary Public in and for the State of Iowa.